



State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Kathleen Clarke
Executive Director

Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

September 2, 1999

William Bown
Utah Building Stone Supply
842 West 400 North
West Bountiful, Utah 84087

Re: Formal Approval of Form and Amount of Reclamation Surety, Utah Building Stone Supply, Lynn Springs Mine, M/003/025, Box Elder County, Utah

Dear Mr. Bown:

On September 2, 1999, the Director of the Division of Oil, Gas and Mining formally approved the form and amount of reclamation surety for Utah Building Stone Supply's Lynn Springs Mine. The reclamation surety is in the form of two Certificates of Deposit, # in the amount of \$9,500 and # in the amount of \$6,000, for a total of \$15,500 issued by US Bank. The Division hereby grants its final approval of this project and the reclamation surety. You may commence mining operations as outlined in your mining and reclamation plan at your convenience.

Enclosed please find copies of the fully signed and executed Reclamation Contract and Certificates of Deposit for your files.

Thank you for your help and patience in finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely,

D. Wayne Hedberg
Permit Supervisor
Minerals Regulatory Program

jb

Enclosure

cc: Jeff Gabardi, USFS, Twin Falls RD w/encl
Gordon Struthers, USFS, Burley RD w/encl
M03-25.apv

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

UTAH BUILDING STONE SUPPLY

Operator Name

By WILLIAM L BOWN

Authorized Officer (Typed or Printed)

OWNER - PRESIDENT

Authorized Officer - Position

William L Bown

Officer's Signature

7-14-99

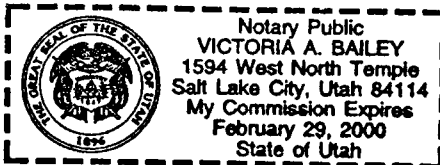
Date

STATE OF UTAH)

COUNTY OF SALT LAKE)

ss:

On the 14th day of JULY, 1999, personally appeared before me WILLIAM L. BOWN who being by me duly sworn did say that he/~~she~~, the said WILLIAM L. BOWN is the OWNER - PRESIDENT of UTAH BUILDING STONE SUPPLY and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said WILLIAM L. BOWN duly acknowledged to me that said company executed the same.



Victoria A. Bailey
Notary Public
Residing at: SALT LAKE CITY, UT

February 29, 2000

My Commission Expires:

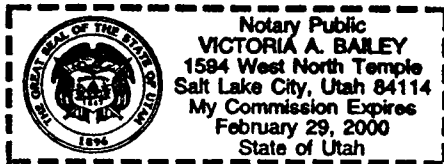
DIVISION OF OIL, GAS AND MINING:

By Lowell P. Braxton
Lowell P. Braxton, Director

8-2-99
Date

STATE OF Utah)
COUNTY OF SALT LAKE) ss:

On the 2nd day of September, 19 99,
personally appeared before me Lowell P. Braxton, who being
duly sworn did say that he/~~she~~, the said Lowell P. Braxton
is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources,
State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing
document by authority of law on behalf of the State of Utah.



Victoria A. Bailey
Notary Public
Residing at: _____

February 29th 2000
My Commission Expires:

ATTACHMENT "A"

UTAH BUILDING STONE SUPPLY

Operator

LYNN SPRINGS QUARRY

Mine Name

M-003-025

Permit Number

BOX ELDER

County, Utah

The legal description of lands to be disturbed is:

NE 1/4 SEC. 29 T. 14 NORTH R. 16 W SLB i M

SE 1/4 SEC. 20 T. 14 NORTH R. 16 W SLB i M

CERTAIN PORTIONS OF THE ABOVE AS DESCRIBED
IN THE LYNN SPRINGS PLAN AS SUBMITTED